

INTERLOCAL AGREEMENT
MINORITY/WOMEN BUSINESS ENTERPRISE CERTIFICATION

This AGREEMENT, entered into this _____ day of _____ 2004,
by and between the City of Tallahassee, Leon County School Board, and Leon County Florida, as
represented by its authorized signatory(ies), provides as follows:

ARTICLE I

PURPOSE, FINDINGS, AND POLICY

(1) The parties to this agreement, desiring by common action to establish a reciprocal certification process in order to reduce the multiplicity of applications by business concerns to local governmental programs for minority business assistance, declare that it is the policy of each of them, on the basis of cooperation with one another, to remedy social and economic disadvantage suffered by certain groups, resulting in their being historically underutilized in ownership and control of commercial enterprises. Thus, the parties seek to address this history by increasing the participation of the identified groups in opportunities afforded by local government procurement.

(2) The parties find that each party presently certifies firms for participation in their respective minority business enterprise programs. The parties find further that some counties, municipalities, school boards, special districts, and other divisions of local government require a separate, yet similar, and in most cases redundant certification in order for businesses to participate in the programs sponsored by each government entity.

(3) The parties find further that this redundant certification has proven to be unduly burdensome to the minority-owned firms intended to benefit from the underlying purchasing incentives.

(4) The parties agree that:

(a) They will facilitate integrity, stability, and cooperation in the local certification process, and in other elements of programs established to assist minority-owned businesses.

(b) They shall cooperate with agencies, organizations, and associates interested in providing minority business assistance to minority owned firms.

(c) It is the purpose of this agreement to provide for a uniform process whereby the minority certification status of a business concern may be determined in a singular review of the business information for these purposes, in order to eliminate any undue expense, delay, or confusion to the minority-owned businesses in seeking to participate in the minority business enterprise assistance programs of each respective party.

ARTICLE II LOCAL CERTIFICATION

(1) Each party hereto shall accept a certification granted by any other party to this Agreement as a valid determination as to minority business enterprise status.

(2) Parties shall certify that a business enterprise applicant meets the definition of minority business enterprise in accordance with their respective certification rules and procedures.

(3) All parties shall issue notices of certification decisions, granting or denying certification, to all other parties to this Agreement within fourteen (14) days of the decision. Such notice may be made through electronic media.

(4) No certification will be granted without an on-site visit to verify ownership and control of the prospective minority business enterprise, unless verification can be accomplished by other methods of adequate verification or desk audit assessment of ownership and control.

(5) The certification of a minority business enterprise pursuant to the terms of this Agreement shall not be suspended, revoked, or otherwise impaired except on any grounds which would be sufficient for revocation or suspension of a certification by the certifying party.

(6) The certification determination of a party may be challenged by any other party to this Agreement by the issuance of a timely written notice within ten (10) business days by the challenging party to the certifying party's determination stating the grounds therefore:

(a) The accepted grounds for challenge shall be the failure of the certifying party to adhere to the adopted criteria or the certifying party's rules or procedures, or the perpetuation of a misrepresentation or fraud by the applicant.

(b) The certifying party shall re-examine its certification determination and submit written notice to the applicant, and the challenging party, of its findings within thirty (30) days after the receipt of the notice of challenge.

(c) If the certification determination is overturned, the issuing entity shall submit timely written notice to the business enterprise of its intent to revoke certification of the business enterprise within ten (10) days.

(7) The parties shall ensure that all parties to this Agreement comply with this Agreement concerning certification, reciprocity, reporting and sharing of information, training, access to appropriate records of all parties, and the maintaining of records. It is therefore, incumbent upon the parties to this Agreement that full cooperation is forthcoming in these matters set out herein and that each party shall diligently comply with its statutory duties.

ARTICLE III APPROVED AND ACCEPTED PROGRAMS

Nothing in this agreement shall be construed to repeal or otherwise modify any ordinance, law, or regulation or a party relating to the existing minority business enterprise provisions and procedures by which minority business enterprises participate therein.

ARTICLE IV TERM

This agreement shall be in effect for a five (5) year period unless canceled with or without cause in writing by either party upon thirty (30) days notice to the other party.

ARTICLE V AGREEMENT EVALUATION

Representatives to be designated by the parties to this Agreement, may meet from time to time as a group to evaluate progress under the Agreement, to formulate recommendations for changes, or to propose a new agreement.

ARTICLE VI OTHER ARRANGEMENTS

Nothing in this Agreement shall be constructed to prevent or inhibit other arrangements or practices of any party in order to comply with federal law and local ordinance.

ARTICLE VII

EFFECT AND WITHDRAWAL

(1) This agreement shall become effective when properly executed by the parties of the participating organizations, after appropriate approval by each party.

(2) No withdrawal shall relieve the withdrawing party of any obligations imposed upon it by law.

ARTICLE VIII

FINANCIAL RESPONSIBILITY

(1) A party to this Agreement shall not be financially responsible or liable for the obligations of any other party related to this Agreement.

(2) The provisions of this agreement shall constitute neither a waiver of any governmental immunity under Florida law nor a waiver of any defenses of the parties under Florida law. The provisions of this Agreement are solely for the benefit of the parties to this Agreement and not intended to create or grant any rights, contractual or otherwise, to any person or entity.

ARTICLE IX

CONSTRUCTION AND SEVERABILITY

The Agreement shall be liberally construed so as to effectuate the purposes thereof.

The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the United States Constitution, Florida Constitution, Florida Statutes, or ordinances of the City of Tallahassee or Leon County, or the application thereof to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person, or circumstance shall not be affected hereby.

CITY OF TALLAHASSEE, FLORIDA

BY: _____
John R. Marks, III
Mayor, City of Tallahassee

Date: _____

ATTEST:

BY: _____
Gary Herndon,
City Treasurer-Clerk

Approved as to Form:

BY: _____
James R. English,
City Attorney

LEON COUNTY, FLORIDA

BY: _____
Cliff Thael, Chairman
Board of County Commissioners

Date: _____

ATTEST: Bob Inzer, Clerk of the Court
Leon County Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

LEON COUNTY SCHOOL BOARD, FLORIDA

BY: _____
Shelia Costigan, Chairman
Leon County School Board

Date: _____

ATTEST:

By: _____
William J. Montford, III
Superintendent, Leon County Schools

Approved as to Form:

BY: _____
Jeff Wahlen
School Board Attorney